

**EXHIBIT B**

# KRESHTOOL & KRESHTOOL

ATTORNEYS AT LAW

902 LIGHT STREET

BALTIMORE, MARYLAND 21230-4016

(410) 752-4957

FAX (410) 685-4269

ALAN KRESHTOOL  
JEFFREY H. KRESHTOOL

OCEAN CITY OFFICE

SUITE 305

9400 COASTAL HIGHWAY

OCEAN CITY, MARYLAND 21842

(410) 524-5946

ALL REPLIES TO BALTIMORE

ADDRESS

UNLESS OTHERWISE NOTED

July 14, 1999

**Via Certified Mail**

Mr. Robert McAveney

Toshiba American Medical Systems, Inc.

200 Business Park Drive

Suite 105

Armonk, New York 10504

Re: Diagnostic Resource Group, LLC

Dear Mr. McAveney:

Diagnostic Resource Group, LLC has asked me to contact you to discuss removing the MRI unit from their office located at 8817 Belair Road, Suites 104-106, Perry Hall, Maryland 21236.

The MRI unit is currently not functioning and Diagnostic Resource Group, LLC is incurring substantial expenses and lost profits. It is therefore important that you contact me as soon as possible.

Very truly yours,

  
Jeffrey H. Kreshtool

JHK: hns

000203

# TOSHIBA

**TOSHIBA AMERICA MEDICAL SYSTEMS, INC.**  
2411 MICHELLE DRIVE, P.O. BOX 2068,  
TUSTIN, CA 92781-2068  
PHONE: (714) 730-5000

Via Facsimile (410) 685-4269

August 11, 1999

Jeffrey H. Kreshtool, Esq.  
902 Light Street  
Baltimore, Maryland 21230-4016

Re: Jeffrey Lowe

Dear Mr. Kreshtool:

As a follow up to our telephone conversation of today, I am sending you a copy of the Quotation/Order for the OPART MRI System executed by Mr. Lowe on July 21, 1997.

As you will note, Paragraph 8 of the Terms and Conditions of Sale of this Quotation/Order, regarding Limited Warranty and Remedy state that the warranty would be for a period of "1 year from date of completion of installation."

There is no dispute that the system was installed on April 10, 1998. Mr. Lowe began using it in that month. The warranty ended on April 9, 1999. Nevertheless, Mr. Lowe claims that the warranty began in November, 1998, and will end in November, 1999, even though there is no basis for that claim.

Despite this dispute over the starting and ending date of the warranty, Toshiba made a generous offer to Mr. Lowe whereby we agreed to repair his system at our cost provided he agreed that if after investigation it was determined that the warranty indeed expired on April 9, 1999, he would agree to reimburse us for the cost of repair.

Mr. Lowe turned down this offer. Therefore, if he is "incurring substantial expenses and lost profits," as stated in your letter, he only has himself to blame.

Mr. Lowe has also purchased an Xpeed CT scanner from Toshiba. To this date he has yet to sign the Delivery and Acceptance Certificate which would initiate the lease payments to Toshiba. Therefore, Toshiba has not received any payment for this system. The amount of \$200,000 plus interest is outstanding for this equipment.

Although Mr. Lowe complains about the performance of this equipment, he has admitted that he is using the equipment, as evidenced by his letter of June 4, 1999, to Ms. Ahrens. In fact, Mr. Lowe attempted to renegotiate the purchase price of the equipment down to \$50K. This evidences that Mr. Lowe's complaints about the equipment are fabricated to avoid paying the agreed upon purchase price for the equipment.

*Jeffrey*  
*Completed*  
*Frank*  
*Nader*

000204

Jeffrey H. Kreshtool, Esq.  
August 11, 1999  
Page Two

In your letter of July 14, 1999, you indicated that your client wants to remove the OPART. As you know, TAMCI and not Toshiba has title to the OPART. Therefore, your request must be forwarded to TAMCI.

Sincerely,

A handwritten signature in dark ink, appearing to read "Nader Rad", is written over the typed name.

Nader Rad  
Associate General Counsel

07-0205

OCEAN CITY OFFICE  
SUITE 305  
9400 COASTAL HIGHWAY  
OCEAN CITY, MARYLAND 21842  
(410) 524-5940

## KRESHTOOL & KRESHTOOL

ATTORNEYS AT LAW

902 LIGHT STREET

BALTIMORE, MARYLAND 21230-4010

(410) 752-4957

FAX (410) 685-4269

ALAN KRESHTOOL  
JEFFREY H. KRESHTOOL

ALL REPLIES TO BALTIMORE  
ADDRESS  
UNLESS OTHERWISE NOTED

July 8, 1999

**Via Certified Mail**

Mr. Robert McAveney  
Toshiba American Medical Systems, Inc.  
200 Business Park Drive, Suite 105  
Armonk, New York 10504

Re: Diagnostic Resource Group, LLC

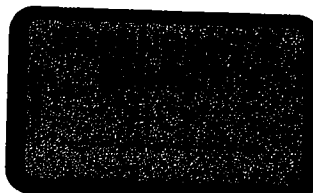
Dear Mr. McAveney:

Diagnostic Resource Group, LLC has retained this office to contact you regarding a dispute as to the expiration of the warranty on the Toshiba OPART located at 8817 Belair Road, Perry Hall, Maryland.

Our understanding is that the warranty period began the date the delivery and acceptance certificate was signed in November, 1998. The warranty period would therefor end in November, 1999.

On July 5, 1999 Diagnostic Resource Group, LLC was informed that the warranty period had expired in March, 1999 and that Toshiba American Medical Systems would not repair the OPART under the terms of the warranty. Diagnostic Resource Group, LLC was never previously notified that the warranty period expired in March and service was performed under the warranty as late as June, 1999.

As a result in the delay in service Diagnostic Resource Group, LLC has suffered lost profits and other expenses. We hope that this situation can be resolved as expediently as possible to avoid any further losses.

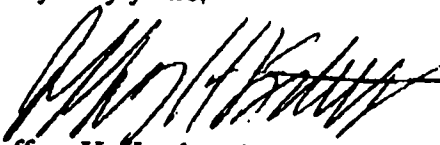


000218

Mr. Robert McAveney  
Toshiba American Medical Systems, Inc.  
July 8, 1999  
Page 2

Please contact me as soon as possible so we can remedy this situation.

Very truly yours,



Jeffrey H. Kreshtool

cc: Jeffrey Low  
Dr. Phillip A. Templeton  
Toshiba American Credit

000219